

Contract for Event Management Services Agreement (Custom) - Yellow Rose 5K (8/9/2014)

This Agreement is entered into as of the 5th day of March, 2014 between Gopher State Events, LLC. and **Yellow Rose 5K** (heretofore referred to as 'this event').

Responsibilities

Gopher State Events, LLC. agrees to provide results management services for this event. This includes, but may not be limited to, the following services:

- 1) Bibs if requested at least 1 1/2 hours before the start of the race.
- 2) Packet label template for all pre-registered participants on request.
- 3) Pre-race informational emails to all participants with a valid email address 1 or 2 days prior to the event (opt out required).
- 4) Conventional timing for all participants. This includes all equipment and supplies to deliver on-site results.
- 5) Hard copy results posting as the event progresses.
- 6) Results error management using video display as needed during the event.
- 7) Individual results emails to all timed participants within 3 hours of their finish, probably much sooner.
- 8) Online results updated periodically during the race and kept online indefinitely.
- 9) Individual participant media purchase option for all participants (electronically framed picture and 5 second video for \$5)
- 10) Finish line videos online 1 week after the race.
- 11) Finish line still pictures online 1 week after the race.
- 12) Management of all participant results inquiries and error resolution within 24 hours of the request.
- 13) 1 or 2 paid GSE staff members, depending on the size of the event.
- 14) Pins if requested (\$15 fee)

This event agrees to provide:

- 1) Pre-race registration data for use in preparing bibs/packets upon request by GSE staff.
- 2) Race-day registration data for input into the results management software.
- 3) Room at the finish for a tent and 4m wide x 30m deep finish chute.
- 4) 4-6 adult volunteers to assist with finish line management.
- 5) \$100.00 non-refundable deposit to be paid indicating acceptance of this contract, to be fully applied to final invoice.

Compensation

This event agrees to compensate Gopher State Events, LLC. according to the following terms:

- 1) Race Fee: \$400.00
- 2) Participant fee: \$1.00 per registered participant
- 3) \$0.60 per mile round trip.
- 4) 1 night lodging at local hotel with wifi
- 5) \$100.00 non-refundable deposit to be paid indicating acceptance of this contract, to be fully applied to final invoice.

Terms

Final payment of invoice within 15 days of receipt

Guarantee

Gopher State Events, LLC. guarantees our work as detailed above for any malfunction for human error on the part of our representatives, software deficiency, or mechanical breakdown. Adjustment of the terms of this agreement will be proportional to the degree of non-performance.

Gopher State Events, LLC. relinquishes the right to cancel this agreement upon its signed return from this event. Note that email notification of acceptance will be honored as if signed and returned, as will submission of the above-mentioned deposit. Upon acceptance Gopher State Events, LLC. will accept cancellation by this event due to extreme conditions prior to Gopher State Events, LLC. staff departing for the event. This will result in the forfeit of the deposit and the per-participant fee for any prepared bibs and the cost of the RFID tags on those bibs, if applicable. Cancellation for any other reason will result in the application of normal fees.

Data Collection

All data collected by Gopher State Events, LLC is the property of Gopher State Events and will only be used for promoting their events, compiling statistics and other tasks relating to event management in adherence with the CAN-SPAM Act. A copy of this data will be given to the event director on demand. Under no circumstances will it be sold to unrelated third parties for the purpose of non-event sales and marketing.

Virtual Series

Gopher State Events, LLC reserves the right to place events in virtual series at no cost to the event director or the participants and/or with no additional effort required by either party. Events will typically be paired with other events of similar focus, location, or organizational connections. Scoring will be handled electronically and published on the Gopher State Events website based on percentile

finish overall and within their age and gender classification. Event directors choose to use this system to create awards and incentives for attracting runners to their events on their own volition.

Disclaimer

Gopher State Events, LLC. does not take any responsibility for marshaling the event and its races.

Robert A. Schneider

Robert A. Schneider
Gopher State Events, LLC. representative

This event representative